



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Office of Labor Relations

May 25, 2022

GENERAL NOTICE NO. 2022-15

TO: Labor Relations Designees

FROM: Office of Labor Relations

SUBJECT: The Administrative and Residual Employees Union (P-5) Bargaining Unit Contract Changes

The following summarizes the substantive changes contained in the 2021-2025 Administrative and Residual Employees Union (P-5) Bargaining Unit Contract. On a contract-wide basis, the parties addressed outdated titles, agency names and processes, as well as grammatical issues. As these changes were not substantive in nature, they are not summarized herein. When finalizing the Agreement, additional changes may be made by mutual agreement¹.

Article 4 EMPLOYEE BILL OF RIGHTS

This Article is modified as follows:

Section One

Each employee covered herein shall be expected to render a full and fair days work in an atmosphere of mutual respect and dignity, free from ~~significant~~ offensive, abusive, threatening, or hostile or arbitrary conduct.

Article 7 UNION SECURITY AND PAYROLL DEDUCTION

The entire Article is updated to comply with 2021, P.A. 21-25, §1, codified as C.G.S. §31-40bb as follows (substitute entire section):

Section One. Consistent with labor laws and precedent, an employee retains the freedom of choice whether or not to become or remain a member of the Union designated as the exclusive bargaining agent.

¹ Strike-out language is to be deleted and underlined language is the new language.

Section Two. The State employer shall deduct Union dues biweekly from the paycheck of each employee who provides the Union authorization to receive such deduction from the State as soon as practicable, expected to be not later than the second pay cycle of the Union providing certification of said authorization to the State. The Union shall provide to the corresponding payroll contact, a list of all employees who have authorized dues deduction in a format dictated by the responsible payroll contact. In addition, the Union shall provide a report of dues deduction changes including any “starts and stops.” By providing such list, the Union certifies that each employee has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, the Union shall notify the corresponding payroll contact, in writing, of any revocations of said authorizations and the effective date of the same. Such revocations of collection of dues or other authorized, legitimate union deductions shall be effectuated by the State as soon as practicable, expected to be not later than the second pay cycle after notification by the Union has been provided to the corresponding payroll contact.

Section Three. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union’s membership rules.

Should a bargaining unit member approach the State or its agents seeking information on matters regarding Union membership, that bargaining unit member will be directed to the Union’s website at www.andr.ct.aft.org for instructions as to how to communicate directly with the Union. In such case, the State may notify the employee of its obligation to comply with this Article, including Section Two above. If the State is informed of a dispute between a bargaining unit member and the Union concerning the obligation to withhold union dues, it may invoke Section 4.

Section Four. Upon request of the State, the Union shall provide legally sufficient proof of the authorization to collect dues through payroll deduction to the State for any employee who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the State will cease withholding union dues for that employee not later than the first day of the following payroll period. The State shall rely upon information provided by the Union regarding whether deductions for the Union were properly canceled or changed, and the Union shall indemnify the State for any claims made by the employee for deductions made in reliance upon such information. Deductions may be revoked only pursuant to the terms of an employee’s written authorization.

Section Five. The amount of dues deducted, under this Article, together with a list of all employees for whom said deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union’s designee as soon as practicable, expected to be not later than two (2) weeks after the payroll period in which such deductions are made.

Section Six. In accordance with procedures promulgated by the Office of the State Comptroller, the State shall allow for the voluntary payroll deduction of contributions for the Union’s political action fund. Authorization for such deduction by the employee shall be provided in writing by the

Union to the corresponding agency payroll offices consistent with process outlined in Section Two above.

Section Seven. No payroll deduction of dues or other authorized, legitimate union deductions shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question (non-retroactive).

Section Eight. No other organizations shall be entitled to deduction of its dues or other authorized, legitimate union deductions from the payroll.

Section Nine. The State employer shall continue its practice of payroll deductions as authorized by employees for the purposes of authorized, legitimate union deductions other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

Section Ten. The Union shall indemnify the State for any liability or damages incurred by the State in compliance with this Article.

Section Eleven. (a) The existing system of voluntary payroll deductions for the Union's Political Action Fund shall be continued.

(b) The State will provide the Union with another deduction slot, if and when a slot can be provided on a bargaining unit basis.

[NEW] Section Twelve: A&R will waive dues for employees who are on military leave for a qualifying operation as outlined in Comptroller's Memo 2013-24, and waives the deduction of dues and fees from the "part pay". When the part pay status ends and the employee begins receiving their full state pay (due to returning to work or using accrued leave), the payroll deduction of union dues must be reinstated as soon as practicable, expected to be not later than the second pay cycle following the employee's return to full pay status.

Article 8

UNION RIGHTS

This Article is modified as follows:

Section One

Employer representatives shall deal exclusively with Union designated stewards or representatives in the processing of grievances or any other aspect of contract administration. Employer representatives shall deal exclusively with Union designated members in any/all existing and future labor/management committees. In the case of a specialized meeting where Union representation is desired, the representative(s) will be appointed by the President or his/her designee.

Section Five

Bulletin Board

~~The State will continue to furnish reasonable bulletin board space in each institution, which the Union may utilize for its announcements. Bulletin board space shall not be used for material that is of a partisan political nature or is inflammatory or derogatory to the State employer or any of its officers or employees. The Union shall limit its posting of notices and bulletins to such bulletin board space. Consistent with Public Act 21-25, the Union shall have the right to use the State's electronic mail systems to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, or other workplace-related complaints and issues, and internal matters involving the governance or business of the Union. With the implementation of Public Act 21-25, the State will discontinue the practice of furnishing dedicated bulletin board space for Union use in each institution. Individual employees are permitted to use a State computer to visit the Union's website, and to use a State computer and email to interact with an authorized Union representative in matters involving representation and grievance processing.~~

Section Eight

Orientation

~~(a) The Employer will provide each new employee with a link to a copy of the collective bargaining Agreement then in force and will furnish such employee with the name of his/her steward. The Employer shall notify the Union of new hires not later than the date of the first paycheck after hire.~~

[NEW] (b) Except by mutual agreement of the parties, all new members of the bargaining unit shall be eligible for paid release time of one (1) hour to attend a Union orientation, if they so desire. The Employer shall have the option to choose for the orientation to be combined with a new hire orientation conducted by the Employer; in such case, the Employer will provide the Union with ten (10) days' notice of the time and location of such orientation. Management shall not be present during the Union's orientation. One (1) Union designated representative shall be released from normal duty to attend such. Any additional Union designated representative(s) attending an orientation meeting shall be required to attend such using union business leave.

If the Employer chooses not to schedule its orientation within thirty (30) days after the employee's hire or not to add the Union orientation to the Employer orientation, the Union shall schedule its orientation at its discretion but consistent with the Employer's operational needs. Ten (10) days in advance of the proposed orientation date, the Union shall contact the Employer to arrange for meeting space at the Employer's facility. The Employer shall make every effort to make meeting space available within a timeframe acceptable to the Union.

[NEW] Section 11

The State will provide notice to the Union of new members of the bargaining unit, by forwarding the Union a simultaneous copy of the position appointment letter which initiates entry into the bargaining unit (via any relevant transaction, including hire, promotion, transfer, demotion,

accretion, etc.). The hiring Agency shall transmit said position appointment letter to a union-designated email address.

Article 10 SERVICE RATINGS

This Article has been modified to include a revised service rating form, as well as an optional comment sheet for employees who receive a “good or better” in every job factor. In addition, the rating of “fair” in two (2) categories shall constitute an overall “fair” and not impact the employee’s Annual Increment in the first year in which the overall “fair” rating is issued.

Section One

All employees shall receive an annual evaluation three months prior to their anniversary date (January 1, or July 1, as applicable). (C.G.S. Section 5-210(b) for reference). When the month end falls on a holiday or weekend the rating shall be deemed timely if tendered on the first business day after said weekend or holiday. Service ratings may be issued: (1) during any Working Test Period, (2) when the employer wishes to amend a previously submitted less than good rating due to marked improvement, (3) and at such other times as the appointing’ authority deems that the quality of service of an employee should be recorded.

No second "less than good" rating shall be given until the employer has implemented a remedial plan which specifically identifies the deficiencies and the steps the employee needs to take to cure the deficiencies. In any event, said remedial plan must be in place for at least six (6) months before a second "less than good"-rating is issued.

The Employer retains all other contractually or statutorily permitted mechanisms for assessing employee performance. Any files maintained concerning interim conferences shall be in the form of supervisory notes and shall not be on the established rating form.

Section Two

A service rating will be conducted by the management designee familiar with the employee's performance in his/her current job assignment. No supervisor shall make comments within a service rating where such comments are inconsistent with said rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the rating.

(a) If each of the rating categories is rated as “Good or Better”, the following shall govern supervisory comments included with such a rating. In cases where an employee has received “Good or Better” in every job factor on the designated form (PER-127), the rater has the option to complete a comment sheet. The form for recording such comments has been negotiated by the parties, and is designated as PER-127-A. Any comments will be associated with one or more of the factors on the PER-127. Comments are limited to the one page of the PER-127-A. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the rating form, through an affirmative signature. The employee shall have until the close of the third business day from the date s/he has received the comment sheet to inform the supervisor of the decision as to whether or not to have the PER-127A attached to the PER-127. If the employee

provides an affirmative signature prior to the end of the third business day, the employee may choose to revoke said signature prior to the close of the third business day. If the employee does not wish to have the PER-127-A attached to the PER-127, the employee shall not sign the PER-127-A, and the PER-127-A will not be placed in the personnel file; the employee may retain a copy for her/his records. The content of a PER-127-A is not subject to the grievance and arbitration process, regardless of whether the employee chooses to have the PER-127-A attached to the PER-127.

Section Three

Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating in a rating category shall indicate a need for improvement. An employee who has received a "less than good" rating in any category should be counseled prior to the issuance of said rating. The supervisor shall attach to the service rating supporting narrative for each category that is rated as "less than good".

(a) "Overall Fair Rating". Ratings of "fair" in two (2) categories shall constitute an overall rating of "Fair", which will not affect payment of the Annual Increment for the first year in which the overall "Fair" rating is issued. Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment, but are not considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

(b) "Overall Unsatisfactory Rating". Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". Two consecutive overall "Unsatisfactory" ratings are considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.

Section Four

An employee may appeal any overall evaluation or evaluation category in which the rating was other than "good or better". The evaluator bears the burden of demonstrating the appropriateness of said evaluation.

Section Five

The service rating form and comment sheet remains a negotiated documents.

Article 11 PERSONNEL RECORDS

This Article is modified as follows:

Section Two

An employee covered hereunder shall, on the employee's request, be permitted to examine ~~and copy, at a cost of ten (10) cents per page,~~ all materials in his/her personnel file, other than pre-employment material or any other material that is confidential or privileged under law. An employee may request a copy of material in the personnel file that is permitted for examination under this Section. If said material is available electronically, it shall be provided free of charge; if said material is not

available electronically, it shall be provided at a cost of twenty-five (25) cents per page. The State employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee. The Union and/or member has the right to take an inventory of the contents of the personnel file at any time.

Section Three

No new material derogatory to an employee shall be placed in the employee's personnel file unless the employee or the Union Steward has been afforded an opportunity to sign (indicating receipt of such material) and has received a copy of such material.

An employee may file a rebuttal within thirty (30) days of receipt. Absent any subsequent documented repetition of the underlying cause generating the derogatory material, the material(s) shall be deemed void as set forth below (15 months following receipt of the derogatory material) unless the parties agree otherwise.

A written reprimand which is not merged in a service rating within fifteen (15) months following the date of issuance shall be considered VOID, unless any subsequent, documented corrective measure has been taken within that period of time to address a similar underlying cause as that which resulted in the reprimand.

Notices of proven or accepted discipline and stipulated resolutions thereof are recognized as records to be retained in the personnel file unless the parties mutually agree otherwise, and such agreement is incorporated as part of the terms of said stipulation.

~~Within thirty days of receipt an employee may file a written rebuttal to such derogatory materials or request that such material not subsequently merged in a service rating be VOIDED in the record.~~

For purposes of this Section VOIDED SHALL BE DEFINED AS: 1) the document has been removed and placed in another non-personnel file, 2) no negative presumption can be drawn from the document, and 3) the document is not usable in the future as a reference or a document.

Article 12 SENIORITY

This Article is modified as follows:

Section Seven

Seniority as defined above shall be utilized for the following purposes: (a) longevity, (b) length of vacation leave, and (c) vacation period selection. Effective July 1, 1984 and limited to leaves which begin on or after said date, longevity shall not include those leaves described in Section One(b)(5) and Section One(b)(6) supra. Notwithstanding the foregoing, all periods of state service shall count towards the determination of an employee's longevity entitlement and vacation accrual rate. Effective with the accrual awarded as of the first complete month following legislative

approval of this Agreement, adjusted rates of vacation accrual resulting from changes in length of service calculation based on total state service shall commence.

Article 14 DISMISSAL, SUSPENSION, DEMOTION OR OTHER DISCIPLINE

This Article is modified as follows:

Section Six Interrogation

(a) An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union Steward or other representative present upon request, provided however, this provision shall not unreasonably delay completion of the interrogation. The interrogation shall not in any case be delayed beyond twelve (12) working hours irrespective of the ability of the Union to provide the required representation. However, no employee will be forced to appear on the day/shift of such notice. This provision shall be applicable to interrogation before, during or after the filing of a charge against an employee or notification to the employee of disciplinary action.

(b) No employee shall be compelled to offer oral or written evidence against himself/herself in any investigation or (pre) disciplinary action. Statements by the employee in his/her own behalf shall constitute waiver of this protection.

[NEW] (c) An employee who is not the subject of the disciplinary investigation may be questioned by management regarding their knowledge or understanding of the matter under investigation. Said employee may request to be accompanied by a Union Steward or other representative at any meeting with management for the purpose of this questioning. Said request shall not be unreasonably denied.

Article 15 GRIEVANCE PROCEDURE

This Article is modified as follows:

Section Six The Grievance Procedure

Step I. Agency Head or Designee. A grievance shall be submitted to the Agency Head or designee. A meeting with the Union representative and/or grievant shall be held within ten (10) days of receipt of the grievance and a written response shall be issued within ten (10) days thereafter.

Step II. The Office of Labor Relations. The parties acknowledge that orderly administration of the contract grievance procedure requires the Undersecretary for Director of Labor Relations to play an active role in the contract grievance procedure. Accordingly, no grievance shall be deemed ripe for submission to arbitration unless and until the Undersecretary for Director of Labor Relations has had an opportunity to resolve the grievance. An unresolved grievance may be

appealed to the ~~Undersecretary for Director~~ of Labor Relations within twenty (20) days of the date of the Step I response. Said ~~Undersecretary Director~~ may hold a conference within sixty (60) days of receipt of the grievance and issue a written response within fifteen (15) days of the conference.

The Union shall submit grievances to Step II by electronic mail, directed to a designated email address as identified by the Undersecretary for Labor Relations; the Office of Labor Relations shall provide email confirmation to the Union of receipt. If an individual member submits a timely grievance via paper, said method of submittal shall not, in and of itself, constitute grounds for the grievance to be deemed procedurally flawed. The Union shall establish an email address for the purpose of receipt of Step II grievance responses from the Office of Labor Relations; the Union shall provide email confirmation to the Office of Labor Relations of receipt of Step II responses.

Section Nine Arbitration

(a) The parties shall agree to ~~expand~~ maintain the arbitration panel ~~to of~~ seven (7) arbitrators from which a specific arbitrator shall be selected on a rotational basis. Each party retains the right, to strike any particular arbitrator from the panel following said arbitrator's having convened a hearing on his/her third arbitration case between the parties. ~~following three (3) case experiences to strike any particular arbitrator from the panel.~~

In such case, a replacement arbitrator shall be jointly agreed upon to replace each rejected arbitrator. Submission to arbitration shall be by letter, postage prepaid, addressed to the Director of Labor Relations. The submission shall specify that the arbitrator must be available to schedule the beginning hearing within twenty (20) days of his/her appointment. For Arbitrator's selected to the panel after July 1, 2017 the arbitrator shall not have a cancellation period greater than 3 calendar weeks. The expenses for the arbitrator's service and for the hearing shall be shared equally by the State and the Union, or in dismissal or suspension cases when the Union is not a party one-half the cost shall be borne by the State and the other half by the party submitting to arbitration.

On grievances when the question of arbitrability has been raised by either party as an issue prior to the actual appointment of an arbitrator a separate arbitrator shall be appointed at the request of either party to determine the issue of arbitrability. Cases involving discharges, transfers, layoffs, or actions in which delay might render any remedy moot shall be given preferential scheduling.

(b) The arbitration hearing shall not follow the formal rules of evidence unless the parties agree in advance, with the concurrence of the arbitrator at or prior to the time of his/her appointment. In cases of dismissals, demotions or suspension in excess of five (5) days, the parties may request the arbitrator to maintain a cassette recording of the hearing testimony. Costs of transcription shall be borne by the requesting party. A party requesting a stenographic transcript shall arrange for the stenographer and pay the costs thereof.

The State will continue its practice of paid leave time for witnesses of either party.

(c) The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of the Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I. The arbitrator shall render his/her decision in writing no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties jointly agree otherwise. The arbitrator's decision shall be final and binding on the parties in accordance with C. G. S. Section 52-418, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on competent jurisdiction to construe any such award as contravening the public interest.

Late Arbitration Awards. On those cases in which an arbitrator fails, without permission of the parties, to render a decision within the contractual time limits:

- (a) The award shall be void.
- (b) The arbitrator shall be dropped from the panel.
- (c) The arbitrator shall not be paid.

Expedited Arbitration. Expedited arbitration shall be available in those cases where time based issues are critical and for other grievances where the parties agree that such speedier process is mutually advantageous. The procedure for said grievances shall be as follows:

- (1) Grievance files at Step II within ten (10) days of notice of the action.
- (2) Step II conference within ten (10) work days of receipt.
- (3) Employer response within three (3) work days of conference.
- (4) Claim for arbitration to be filed within seven (7) work days of receipt of the Step II response.
- (5) Arbitration to be scheduled within twenty (20) work days of claim.
- (6) Arbitration decision may be issued as bench decision, by mutual agreement of the parties, but in all cases the award will be issued within ten (10) days of the close of the hearing. All deadlines specified in this section may be waived by mutual, written consent of the parties. It is recognized that in scheduling an expedited arbitration, a regular grievance scheduled for arbitration may be replaced by the expedited grievance with mutual agreement of the parties. Furthermore, it is recognized that the failure to meet the appeal time frames established for the Union to move the grievance forward serves as removal of the grievance from expedited status to regular grievance status.

Section Ten

(a) Notwithstanding any other provision of this Agreement, the following matters shall be subject to the grievance procedure but not to arbitration:

- (1) compliance with health and safety standards covered by CONN OSHA:
 - (2) disputes over claimed unlawful discrimination shall be subject to the grievance procedure but shall not be arbitrable if a complaint is filed with the Commission on Human Rights and Opportunities arising from the same common nucleus of operative fact.
- (b) Notwithstanding any other provision of this Agreement, the following matters shall not be subject to either the grievance procedure or arbitration:
- (1) dismissal of non-permanent employees.
 - (2) the decision to make a layoff and non-disciplinary termination of employees.

Section Eleven

- ~~(a) The existing procedures for handling appeal of rejection from admission to examination and disputes over reclassification shall remain in force, except that the final step of the reclassification procedure shall be the same as the final step in the appeal of rejection from admission to examination, with the decision to be rendered within forty five (45) days.~~
- ~~(b) The Union shall be entitled to have a representative attend all deliberations of the reclassification panel and to offer input during the said deliberations. Employees shall have recourse to pursue disputes over reclassification and Temporary Service in a Higher Class payments under the appeal procedure for reclassification per Article 15a, but not under the grievance or arbitration process.~~

[NEW] Article 15(a) RECLASSIFICATION APPEAL PROCEDURE

This provision is new to the contract and outlines the steps to be taken in a reclassification appeal. This is a pilot which is effective immediately.

Section One

Step 1 (Agency)

The first step of the reclassification grievance shall be the Commissioner of Administrative Services (DAS), or designee. The DAS Human Resources Business Partner or Agency Human Resources Professional from the Agency in which the grievant is employed, or designee, will hold a meeting with the Union designee, the grievant, and any witnesses virtually and issue a written response within thirty (30) calendar days after the conference is held. Grievance meetings shall include documentation of what witnesses would relate in the form of statements or other offers of proof.

Section 2**(Panel)**

The procedures for Reclassification Appeals per Sections Two, Three, and Four of this Article shall be implemented as a pilot program, for a period commencing with legislative approval and continuing for the duration of the collective bargaining agreement. Toward the conclusion of the pilot period, the State and the Union shall meet and discuss whether the Pilot shall be continued by mutual agreement, modified, or terminated. Either the State or the Union may choose to terminate this Pilot at the conclusion of the pilot period, in which case the Pilot will remain in effect until a replacement procedure is negotiated. The Parties agree to expedite negotiation of a replacement procedure, should the need arise. While the procedures of the Pilot are in effect, the terms of Memorandum of Understanding II are deemed suspended by the Parties.

(a) An unresolved reclassification grievance may be appealed to the Commissioner of Administrative Services within seven (7) working days of receipt of the Step 1 response or its due date. An appeal panel shall be appointed consisting of one (1) Human Resources Professional experienced in job classification, appointed by the Commissioner of Administrative Services or designee, (1) Union representative experienced in job classification, appointed by the Union, and one (1) Management representative, appointed by the Appointing Authority of the Agency from which the grievance originated. The Commissioner or designee shall designate the chairperson for the panel. The panel shall, at all times, consist of three (3) members. The preferred method for conducting the panel conference shall be through virtual means; however, upon mutual agreement, the conference may be held in person. The Classification Panel shall hold a conference (either virtual or in person) on a date mutually agreed upon by the State and the Union.

(b) Any and all conference and grievance-related meetings held under this Article shall be held consistent with the terms specified under Article 15, Section Twelve. The panel chairperson may exclude any person who engages in improper conduct. No formal transcripts or stenographic records of proceedings shall be required. Technical rules of evidence shall not prevail. The panel may not grant any remedy other than the specific remedy requested in the grievance filed at Step I or as modified by mutual agreement of the parties concerned and may not add to, subtract from, alter or modify bargaining agreement or grant either party matters which were not obtained in the bargaining process. Witnesses shall be compensated in accordance with Article 15, Section Nine. Management may be represented by either the appointing authority (or designee), the Commissioner of Administrative Services designee(s) or both. The burden of proof shall be on the employee to show that management's denial of the reclassification was arbitrary or unreasonable.

Section Three**Panel Action**

The Panel shall hear and decide and issue a written response within thirty (30) calendar days of the conference. Time limits for scheduling and response may be extended by agreement of the panel only for good cause. The panel's decision shall be in writing, signed by the Chairperson, and shall be binding on the parties provided the decision is consistent with merit system conditions. Such decision shall include a brief statement of facts supporting the decision. The original grievance, along with all documents, evidence, and other written data relating to the case shall

be filed with the Commissioner of Administrative Services. Copies of the decision only shall be forwarded to the Union representative (or grievant), the appointing authority and any other party deemed by the panel to be entitled to such copy.

Section Four Panel Decision

The Panel Decision referenced in Section Three above shall be by majority vote, and may be any of the following:

- (a) The Panel votes in favor of reclassification, and proceeds as follows:
 - (1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for reclassification, along with a complete record of grievance material.
 - (2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Reclass Panel, to discuss their recommendation.
 - (3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.
- (b) The Panel sustains the appeal and payment for service in the higher class is authorized, consistent with Six, but reclassification is not recommended because:
 - (1) existing merit system conditions do not permit appointment;
 - (2) the organizational structure and/or staffing conditions do not support the additional position;
 - (3) of other reason (state reason).
 - (4) The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.
- (c) The Panel denies the appeal.

Section Five

In any finding referred to in Section Two (b) above, the panel must issue a cease and desist order, or may order back payment as a remedy if deemed appropriate consistent with this Article.

Section Six

An employee whose reclassification appeal is sustained shall be eligible for payment in the higher class beginning with the thirty-first (31) working day from the date which the panel finds the employee began working in the higher class. In no case may this latter day be earlier than thirty (30) calendar days prior to the submission of the grievance at Step I.

Section Seven

TSHC Appeal

Appeal rights for employees seeking payment for Temporary Service in a Higher Class are specified in Article 28. The appeal process for TSHC payment shall be the same as for reclassification, under the pilot program described in Sections Two, Three, and Four of this Article. A Panel Decision in a TSHC appeal may be either:

- (a) The Panel votes in favor of TSHC, and proceeds as follows:
 - (1) The Chairperson shall forward to the Commissioner of Administrative Services (through the Chief Human Resources Officer) a recommendation for TSHC, along with a complete record of grievance material.
 - (2) The Chief HRO shall then appoint an HR Professional experienced in classification to review the grievance material, and to convene a brief meeting with the entire Panel, to discuss their recommendation.
 - (3) The HR Professional appointed by the Chief HRO shall review the Panel's recommendation, and, on behalf of the Chief HRO, sustain or deny the grievance. Such decision shall be final and binding upon the parties.
- (b) the Panel denies the appeal. At the discretion of the Panel, a denial may also include instruction to remove one or more duties.
- (c) Remedy for a sustained appeal shall be consistent with the terms specified in Article 28. The Department of Administrative Services will review the work experience of the employee, to validate that s/he meets the minimum experience and training requirements for the higher-level classification, which is a condition of TSHC payment.

Article 16

HOURS OF WORK

This Article is modified as follows:

Section Two (a)

For the purpose of determining hours of work, a duty station shall be defined as the State-owned or leased building, or other locations at which an employee reports for duty. An employee's work day shall begin at the duty station except as outlined below.

- (a) For designated field employees, the duty station shall be defined as the first business call. However, if the first or last business call is more than thirty (30) minutes from home (if by personal vehicle), pickup point (if by State vehicle) or hotel/motel (if traveling outside of the State on State business), the excess over thirty (30) minutes shall be considered as time worked. Provided, however, if the employee resides outside of the State of Connecticut, the standard work day will be measured from the State line when conducting field assignments in Connecticut or passing through Connecticut on field

assignments. Such employee conducting field assignments in his/her State of residence will use his/her personal residence as the point of reference for measuring the thirty (30) minute time period above. Provided, however, designated field employees who conduct field assignments in other States will use the hotel/motel in which they stayed the night prior to the call as the point of reference for measuring the thirty (30) minute time period above. The out of State lunch reimbursement policy shall not apply to designated field employees living out-of-state who perform field assignments in their State of residence and/or in Connecticut. Meal reimbursement shall apply for all field assignments outside of Connecticut and outside the individual's State of residence. Meal reimbursements shall be paid at rates specified in Article 25, Section Thirteen.

Section Five (d)(5)

(5) Employees who are consistently denied compensatory time off under Subsection 1 or 2 may grieve up to but not beyond the Secretary of the Office of Policy and Management Commissioner of Administrative Services. The Secretary or designee Commissioner may direct the granting of the compensatory time off or request that the Office of Policy and Management authorize payment of such compensatory time in lieu of time off. The employee will either receive compensatory time off or payment.

Section Five (e)

(e) Overtime pay shall not be pyramided. When practicable, overtime ~~checks~~ shall be paid no later than the second payroll period following the overtime worked.

Section Seven Essential Employees

(a) When an employee is required to physically report to work despite the Governor (designee) ordering a closing of some or all of that employee's normal shift, the following shall apply: In addition to any overtime involving the shift, the employee shall receive straight compensatory time, in addition to the employee's regular pay, for the hours worked during the employee's normal shift when the State has been ordered closed.

[NEW] (b) When an essential employee is not afforded the opportunity to decline telework on a closure day that falls on a non-telework day, said essential employee will be treated as if he or she were required to physically report to work.

Article 18

VACATIONS

This Article is modified as follows:

Section Six

Personal Leave

In addition to annual vacation, each appointing authority shall grant three (3) days of personal leave with pay each calendar year to each employee in a full-time permanent, full-time durational position, or full-time trainee position who has six (6) months of State service since date of last hire. ~~employee in the state service three (3) days of personal leave of absence with pay in each calendar year.~~ Personal leave of absence shall be for the purpose of conducting private affairs, including observance of religious holidays, and shall not be deducted from vacation or sick leave credits. Personal leave of absence days not taken in a calendar year shall not be accumulated.

Article 19

SICK LEAVE

This Article is modified as follows:

Section Three (c)

(c) in the event of ~~critical~~ illness or ~~severe~~ injury to a member of the immediate family as defined in Section (b) ~~creating an emergency~~ a need for the employee to provide in-person care and/or support, provided that not more than ~~five (5)~~ ten (10) days of sick leave per calendar year shall be granted therefore;

Article 20

SICK LEAVE BANK

This Article is modified as follows:

Section Three

Benefit Amount

Benefits under this Article shall be paid at the rate of one-half (1/2) day for each day of illness or injury. Payments shall begin on the ~~sixteenth (16th)~~ fifteenth (15th) calendar day after the exhaustion of leave or Workers' Compensation as outlined above. No employee shall be eligible to draw from the bank more than once per contract year; more than two hundred (200) one-half (1/2) days per year of illness or injury; or if the fund is depleted. Employees receiving benefits under this Article shall not accrue vacation or sick leave during the period of eligibility or be eligible for holiday or other paid leave benefits.

Article 22

HEALTH PROGRAM

This Article is modified as follows:

Section One. Where an employee's job specification requires a physical examination or when, in the judgment of the Employer, a physical examination is directly related to job performance and is required, the Employer will provide such examination free of charge. The State will continue to offer free immunization programs, subject to operating needs of the Employer.

~~**Section Two.** The parties shall continue the availability and maintenance of a list of State or public health service clinics where employees may receive, free of charge, examination for the following health services: Chest X-Rays, venereal disease, pap smear, E.K.G, glaucoma and stress testing. The parties may, by mutual Agreement, establish a Committee to arrange and coordinate scheduling of such services. Any time spent in receiving services hereunder shall be on the employee's free time or chargeable to accrued leave time.~~

Section Three Two. Disputes over the application of this Article shall be neither grievable nor arbitrable.

Article 24

COMPENSATION

This Article is modified as follows:

Section One General Wage Increase

~~Section One. General Wage Increases.~~

~~There shall be no general wage increase paid to any P-5 bargaining unit employee for the 2016-2017, 2017-2018 and 2018-2019 contract years. There shall be a one-time payment of \$2,000 to all employees, or top step payment plus \$1,000 if greater. All payments shall be pensionable in accordance with the Plan's normal rules. The one-time payment shall be paid in July of 2018.~~

~~The top step payment shall be paid on the employee's normal increment date. The one-time payment amount shall be pro-rated for part-time unit employees.~~

~~Effective with the pay period that includes July 1, 2019, the base annual salary for all P-5 bargaining unit employees shall be increased by three and one half percent (3.5%).~~

~~Effective with the pay period that includes July 1, 2020, the base annual salary for all P-5 bargaining unit employees shall be increased by three and a half percent (3.5%).~~

Effective and retroactive to July 1, 2021 and upon legislative approval, the base annual salary shall be increased by two and one-half percent (2.5%) for P-5 employees who are active employees in the bargaining unit on the date of legislative ratification, and to former P-5 employees who retired or who left in good standing with ten (10) years or more of state service between July 1, 2021 and the date of legislative ratification.

Effective with the pay period that includes July 1, 2022, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-5 employees who are active employees in the bargaining unit on July 1, 2022.

Effective with the pay period that includes July 1, 2023, the base annual salary for all P-5 employees shall be increased by two and one-half percent (2.5%). The increase shall apply to all P-5 employees who are active employees in the bargaining unit on July 1, 2023.

Wage reopener for 2024-2025 (for effective date July 1, 2024). Either party, by a notice in writing no sooner than January 1, 2024, may reopen only Article 24 (Compensation), Section 1 (General Wage Increase) and Section 2(a) (Annual Increments). All other provisions of this Agreement shall remain in full force and effect and shall not be subject to the reopener.

~~Section Two: Annual Increments.~~

~~Effective July 1, 2019, employees will continue to be eligible for and receive annual increments during the term of this contract in accordance with existing practice, except as provided otherwise in this agreement.~~

Section Two Annual Increments and Special Lump Sums

- (a) **Annual Increments.** Retroactive to July 1, 2021 and upon legislative approval, the annual increment for the 2021-2022 contract year shall be paid for those who are an active employee in the bargaining unit on the date of legislative ratification, and to employees who left in good standing with ten (10) years or more of state service or who retired between July 1, 2021 and the date of legislative ratification. Those employees eligible for a top step payment shall receive such payments when increments are paid.

Employees will continue to be eligible for and receive annual increments and top step payments during the terms of this contract and in accordance with existing practice for contract years 2022-2023 and 2023-2024.

Effective July 1, 2022, employees in accreted classifications using the “modified/range” plan shall be eligible for a three percent (3%) annual increment increase when the bargaining unit is awarded an annual increment. Such an increase may not allow an employee to receive a rate of pay above the maximum of the range. Any time a 3% would result in a calculation exceeding the maximum of the range, the employee will receive the percentage increase that would place the employee at the maximum of the range; the balance of the increase will be payable in a lump sum.

Employees who are on the maximum step of the salary schedule, who receive no annual increment, shall receive a lump sum payment of two and one-half percent (2.5%) of the

employee's annual rate of pay in effect when the payment is made. Such payment shall be made on the date when the annual increment would normally apply. The same two and one-half percent (2.5%) payment shall apply to individuals who are at the maximum of the range on a "modified/range" plan. The Top Step Payment, once earned, shall be a continuing part of the employee's wages for all calculations thereafter, so long as the employee remains in that salary grade. ~~The first Top Step payment for contract year 2018/2019 for those eligible shall be made on or about July 1, 2018.~~

The Union hereby waives any statutory interest to which employees may be entitled as a result of the delayed payment of the above increases from their otherwise scheduled payment dates.

- (b) Special Lump Sums. Retroactive to July 1, 2021, and upon legislative approval, eligible full-time employees shall receive a special lump sum payment in the amount of two thousand five hundred dollars (\$2,500). Eligible part-time employees shall receive a pre-rated payment. An eligible employee includes any active employee in the bargaining unit as of March 31, 2022.

Effective July 1, 2022, full-time employees who are active and in the bargaining unit on that date shall receive a one thousand dollar (\$1,000) special lump sum payment. This special lump sum payment shall be pro-rated for part-time bargaining unit members and shall be paid in the payroll including July 1, 2022.

Section Three Longevity

- (a) Employees shall continue to be eligible for longevity payments for the life of this contract in accordance with existing practice. ~~The October 2017 longevity payment shall be paid on time. The April 2018 longevity payment will be delayed until July 2018.~~
- (b) No employee hired on or after July 1, 2011 shall be entitled to a longevity payment, provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if they obtain the requisite service in the future

Section Four Shift and Weekend Differential

- (a) The existing rules, regulations and rates for night shift differential will continue in force except as follows:

(1) The night shift differential shall be sixty-five (\$.65) per hour. Effective the pay period including July 1, 2005 the shift differential shall be seventy cents (\$.70) per hour. Effective the pay period including July 1, 2006 the shift differential shall be seventy-five cents (\$.75) per hour. Effective the pay period including July 1, 2022, the night shift differential shall be one dollar

(\$1.00) per hour. Effective the pay period including July 1, 2024, the night shift differential shall be one dollar and twenty-five cents (\$1.25) per hour.

(2) Those employees who have selected an alternative work schedule shall not receive shift differential for any hours within the bandwidth hours of AWS.

(3) Employees at or below Salary Grade ~~1824~~ shall be eligible for shift differential; ~~effective the pay period including July 1, 2005 the salary eligibility for entitlement of shift differential will be Salary Grade 24 and below.~~ Teletrack Line Supervisors shall qualify for the night shift differential provided all other eligibility criteria are met.

(b) Weekend Differential. For the purpose of this Article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

1. Weekend differential shall be paid for working a full shift with the majority of shift hours falling on the weekend.

2. Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

3. The weekend differential shall be ~~forty cents (\$.40) per hour. Effective the pay period including July 1, 2005 the weekend differential will be forty five cents (\$.45) per hour. Effective the pay period including July 1, 2006 the weekend differential will be fifty cents (\$.50) per hour.~~ Effective the pay period including July 1, 2022, the weekend differential will be ninety cents (\$0.90) per hour.

4. Employees at or below Salary Grade ~~1824~~ shall be eligible for the weekend differential. ~~Effective the pay period including July 1, 2005 the salary eligibility for 56 entitlement of weekend differential will be Salary Grade 24 or below.~~ Teletrack Line Supervisors shall be eligible for said differential provided that all other eligibility criteria are met.

Section Five

An employee who is promoted to a position on a Step plan, whether provisionally or permanently, shall receive an increase equivalent to not less than the amount of an increment in the salary group of the classification to which he/she is promoted, but not to exceed the maximum for the new classification. Effective July 1, 2022, employees promoted to a position on a P-5 "modified/range" plan or promoted within a P-5 "modified/range" plan shall receive an increase to the minimum of the promotional range, or 3%, whichever is greater (except that the wage calculation shall not exceed the maximum for the new classification).

Section Six

By March 31st of each contract year, the Union shall advise the Office of Labor Relations that it would like to transfer uncommitted balances, or any portion thereof, existing in the P-5 Professional Development and Conference Fund to the P-5 Tuition Reimbursement Fund and use it to offset shortfalls in tuition reimbursements. The parties shall notify the Office of the State Comptroller that they reached mutual agreement on the amount that shall be transferred from the

Professional Development and Conference Fund to the Tuition Reimbursement Fund. Once any Professional Development and Conference Funds balance or any portion thereof, has been transferred to the Tuition Reimbursement Fund, those funds may be used to reimburse tuition reimbursement applications per current practice.

~~Effective July 1, 2017, the State will allocate two hundred thousand dollars (\$200,000) to the Tuition Reimbursement Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.~~

~~Effective July 1, 2018, the State will allocate two hundred thousand dollars (\$200,000) to the Tuition Reimbursement Fund.~~

~~Effective July 1, 2019, the State will allocate two hundred twenty five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.~~

~~Effective July 1, 2020, the State will allocate two hundred twenty five thousand dollars (\$225,000).~~

Effective July 1, 2021, the State will allocate two hundred twenty-five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2022, the State will allocate two hundred twenty-five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2023, the State will allocate two hundred twenty-five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.

Effective July 1, 2024, the State will allocate two hundred twenty-five thousand dollars (\$225,000) to the Tuition Reimbursement Fund.

Unused funds from one contract year will be carried forward into the following contract year; however, unused funds at the expiration of the contract term shall lapse.

Tuition reimbursement shall be equal to seventy-five percent (75%) of the per credit rate for undergraduate and graduate courses at the University of Connecticut, Storrs; however, such reimbursement shall not exceed the actual cost of each course. Employees shall be eligible for tuition reimbursement for a maximum of twelve (12) credits or the equivalent per year.

Section Nine

~~Effective July 1, 2016, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars (\$100). Effective July 1, 2017 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars (\$100). Effective July 1, 2018 employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred dollars (\$100). Effective July 1, 2019 employees who are required on a daily basis to wear safety shoes shall receive an~~

~~annual allowance of one hundred ten dollars (\$110). Effective July 1, 2020~~ Employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred ten dollars (\$110). Effective July 1, 2022, employees who are required on a daily basis to wear safety shoes shall receive an annual allowance of one hundred twenty dollars (\$120).

Section Ten On-Call/Standby Pay

For those employees who are by managerial direction, assigned on-call/standby status and must be available for service and must respond if contacted, a sum of one dollar ~~twenty-five cents (\$1.25)~~ fifty cents (\$1.50) per hour shall be paid for each hour so assigned and for holiday on-call/standby the rate will be two dollars ~~fifty cents (\$2.00)~~ 50 per hour. ~~Effective July 1, 2019~~, the rate shall be increased to ~~one dollar fifty cents (\$1.50)~~ two dollars twenty-five cents (\$2.25) per hour and for holiday on-call/standby, the rate will be ~~two dollars fifty cents (\$2.50)~~ the rate will be three dollars (\$3.00) per hour. Notwithstanding the duration of any on-call/standby assignment, compensation shall not exceed one hundred seventy-five dollars (\$175) per employee per week. Effective July 1, 2022, the weekly compensation for any on-call/standby assignment shall not exceed two hundred fifty dollars (\$250) per employee per week.

Section Eleven Overpayment Procedure

When the Employer determines that an employee has been overpaid, it shall notify the employee of this and the reasons therefore. The Employer shall arrange to recover such overpayment from the employee over the same period in which the employee was overpaid unless the Employer and employee agree to some other arrangements. (For example: an employee who has been overpaid by five dollars (\$5.00) per pay period for six months shall refund the Employer at the rate of five dollars (\$5.00) per pay period over six months.)

In the event the employee contests whether or how much he/she was actually overpaid, the Employer shall not institute the above refund procedure until the appeal is finally resolved through the grievance procedure. This section shall apply to overpayments, which occur after July 1, 1987.

[NEW] (a) Look Back & Recovery. Audits of accruals and/or recovery of overpayment shall be limited to five (5) calendar years prior to the date of the State's determination of excess accrual or overpayment.

Section Twelve Home Office Premium

On or about December 1 of each contract year, employees in the following classifications who are expected to use their home to conduct State business shall receive ~~two hundred fifty~~ three hundred dollars (~~\$250~~300): Department of Agriculture Inspector Dairy or Department of Agriculture Inspector Poultry and Livestock Agriculture Marketing and Inspection Representative 1, Agriculture Marketing and Inspection Representative 2, and Agriculture Marketing and Inspection Supervisor. ~~Effective July 1, 2019 the rate shall be increased to three hundred dollars (\$300).~~

Said payments shall be proportionately reduced for those employees who use their home to conduct State business for less than a full year, measured from July 1 – June 30. Notwithstanding the above provision, the current practice pertaining to Hours of Work, Section Two shall continue in force.

~~The first payment under this Section shall be made on or about December 1, 2017 for the period commencing July 1, 2017 to June 30, 2018.~~

Article 25 TRAVEL EXPENSES AND REIMBURSEMENTS

This Article is modified as follows:

Section Five

(a) No employee required to use his/her personal vehicle for State business shall receive mileage reimbursement of less than two dollars (\$2.00) per day. Effective July 1, 2022, the minimum daily mileage reimbursement provided under the terms of this Section shall be increased to three dollars (\$3.00).

(b) Auto Usage Fee. Employees required to utilize (or have available for work related response) a personal vehicle for fifty percent (50%) of the assigned monthly work days shall be paid a daily auto usage fee equal to four dollars (\$4.00) for each day of required availability or five dollars (\$5.00) for each day of required usage, for each work day of such month which shall be in addition to the mileage reimbursement described in Section Two. Effective July 1, 2022, the Auto Usage Fee amounts provided under the terms of this Section shall be increased to five dollars (\$5.00) for each day of required availability or six dollars (\$6.00) for each day of required usage.

Said Usage shall be evaluated and paid on a monthly basis upon presentation of travel expense reimbursement.

Section Ten

(a) Out of State Travel. ~~Effective Upon Legislative Approval:~~ An employee who is required to travel overnight and out of state on State business for a period of two (2) or more consecutive days shall receive a ten dollar (\$10.00) lump sum undocumented reimbursement for each day, or partial day, of said business trips, but shall receive no payment for the return day if said return travel ends prior to 7:00 a.m. on that day. Effective July 1, 2022, the lump sum reimbursement provided under the terms of this Section shall be increased to twelve dollars (\$12.00).

(b) Premium City Supplement. The Employer shall pay a premium to each employee assigned out of state to cities within Zone 1 and 1A on the Travel Reimbursement policy or outside of the continental United States of America in accordance with current qualification practices. The premium shall be six dollars (\$6.00) per day for contract years 2003-2004. In contract year 2005-2006, the Supplement shall be increased to eight dollars (\$8.00) per day.

Section Thirteen

(a) An employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	\$ 11.00
Lunch	\$ 15.00
<u>Dinner</u>	<u>\$ 26.00</u>
	\$ 52.00

Effective July 1, 2022, an employee who qualifies for a reimbursable meal shall be compensated as follows:

Breakfast	\$ 12.00
Lunch	\$ 16.00
<u>Dinner</u>	<u>\$ 27.00</u>
	\$ 55.00

An employee is not eligible for meal reimbursement for any full meal that is included in the cost of a conference or other training assignment.

Section Sixteen Other Business-Related Expenses:

Employees shall be fully reimbursed for all other business-related expenses, including but not limited to telephones, telegrams, tolls, parking charges, and ground transportation, so long as they were incurred in the conduct of State business and to the extent that such charges exceed twenty-five dollars (\$25.00), verified by receipts. Employees shall be reimbursed for gratuities to ~~hotel/motel maids-housekeeping staff~~ at the rate of up to ~~one dollar (\$1.00)~~ two dollars (\$2.00) per night for stays of three (3) or more consecutive nights. Effective with the pay period that includes July 1, 2008~~22~~, the rate of reimbursement for gratuities to housekeeping staff shall be increased to ~~two dollars (\$2.00)~~ three dollars (\$3.00) per night for stays of three (3) or more consecutive nights.

This provision shall be deemed to supersede the provisions of Section Four (a)(3) (Miscellaneous) and Five (Miscellaneous) of the travel regulations. (No duplication of payments).

Article 28 TEMPORARY SERVICE IN A HIGHER CLASSIFICATION

This Article is modified as follows:

Section One

~~Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when there is a bona fide vacancy which management has decided to fill temporarily rather than permanently, or when an employee is on extended absence due to illness, leave of absence or other reasons, provided such assignment is approved by the Commissioner of Administrative Services. Extended absence is one which~~

~~is expected to last more than thirty (30) consecutive working days.~~

(a) Temporary Service in a Higher Classification is defined as the assignment by an appointing authority to perform service in a higher classification when: 1) there is a bona fide vacancy which management has decided to fill temporarily rather than permanently; 2) an employee is on extended absence due to illness, leave of absence or other reasons; or 3) agency operating needs require an employee to perform documented work in a classification above her/his current level. Approval of any such assignment is subject to review and authorization by the Commissioner of Administrative Services, or designee. Assignments requiring the refill or establishment of a position are also subject to the approval of the Secretary of the Office of Policy and Management (or designee). An extended assignment constituting Temporary Service in a Higher Classification is one which is expected to last more than thirty (30) consecutive working days.

(b) The number of supervisees standing alone will not be a bar for TSHC compensation for any individual who is assigned to perform temporary duties consistent with this Article where the level of responsibility is substantially the same as that of an individual covered by a higher classification.

Section Two

~~(a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) consecutive working day, be paid for such actual work, retroactive to the first day of such service, at the rate of the higher class as if promoted thereto.~~

(a) An employee who is assigned to perform temporary service in a higher class shall, commencing with the thirty-first (31) consecutive working day, be paid for such actual work, subject to review and approval by DAS and OPM, as indicated above. Payment shall be retroactive to the first day of such service, at the rate of the higher class as if promoted thereto.

~~(b) An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d).~~

(b) An appointing authority making a temporary assignment to a higher class shall issue the employee written notification of the assignment and shall immediately forward the appropriate form along with a copy of the written notification seeking approval of the assignment from the Commissioner of Administrative Services, or designee, in writing. The form certifying the assignment shall specify the rights and obligations of the parties under Section Two (c) and (d). In any subsequent appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes for remedy documented under the Grievance Procedure in Article 15.

~~(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the appointing authority shall immediately reassign the employee to his/her former duties and compensate the employee for assigned service pursuant to Section Two. No appeal rights shall accrue in this instance.~~

(c) If, by the thirty-first consecutive working day, the assignment has not been approved, the employee may request of the appointing authority an immediate reassignment to his/her former duties. The appointing authority shall honor such request. Appeal rights shall accrue only if reassignment to the former duties occurs on or after the thirty-first consecutive working day. In the event the reassignment occurs on or after the thirty-first consecutive working day, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

~~(d) In the event the Commissioner of Administrative Services disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class, the employee may continue working as assigned with recourse under the appeal procedure for reclassification but not under the grievance or arbitration procedure, or may request reassignment. If reassignment is denied by the appointing authority, the employee may appeal such action as outlined above. If reassignment is granted, no appeal rights shall accrue. In those cases in which an employee makes separate claims for reclassification and temporary service coverage, the employee shall be entitled to back pay, if successful, retroactive to the earliest contractual date permitted by either procedure (as if the cases had been jointly filed).~~

(d) In the event the Commissioner of Administrative Services (or designee) disapproves the requested assignment on the basis of his/her judgment that the assignment does not constitute temporary service in a higher class the employee may continue working as assigned, or may request reassignment to his/her former duties. In the event the Secretary of OPM (or designee) disapproves the requested position action that would facilitate payment, the duties forming the basis of the Agency's request for TSHC payment shall be removed immediately.

If the employee continues to work as assigned, the employee shall have recourse for TSHC payment under the appeal procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is granted by the appointing authority, the employee may appeal for TSHC compensation if the duration of the period of actual work performed at the higher level exceeded 30 consecutive working days prior to the reassignment. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date

should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

If reassignment is denied by the appointing authority, the employee may appeal for TSHC compensation once the duration of actual work performed at the higher level exceeds 30 consecutive working days. The employee may appeal under the procedure for reclassification but not under the grievance or arbitration procedure. In any such appeal for compensation, the effective date of the assignment shall represent the retroactive payment date should the employee prevail in said appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Nothing in this Section is intended to preclude an individual employee from making separate claims for reclassification and/or temporary service coverage, with recourse under the reclassification procedure, but not under the grievance and arbitration procedure. In any such case in which an employee makes separate claims, the effective date of the assignment shall represent the retroactive payment date for remedy, should the employee prevail in either appeal, notwithstanding any other timeframes documented under the Grievance Procedure in Article 15.

Article 30 TRANSFERS

This Article is modified as follows:

Section Three Transfers to Another Agency

(c)(1) An employee who voluntarily transfers to another agency may request a return to his/her former position within ~~three (3)~~ **four (4)** weeks following transfer.

Article 31 TRAINING AND PROFESSIONAL LEAVE

This Article is modified as follows:

Section Six Professional Development and Conference Fund

~~Effective July 1, 2017, the State will allocate one hundred twenty thousand dollars (\$120,000) to the Professional Development and Conference Fund plus whatever is required to cover outstanding claims from the prior contract year pursuant to the 2017 SEBAC agreement.~~

~~Effective July 1, 2018, the State will allocate one hundred twenty thousand dollars (\$120,000) to the Professional Development and Conference Fund.~~

~~Effective July 1, 2019, the State will allocate one hundred twenty five thousand dollars (\$125,000) to the Professional Development and Conference Fund~~

~~Effective July 1, 2020, the State will allocate one hundred twenty-five thousand dollars (\$125,000) to the Professional Development and Conference Fund~~

Effective July 1, 2021, the State will allocate one hundred twenty-five thousand dollars (\$125,000) to the Professional Development and Conference Fund.

Effective July 1, 2022, the State will allocate one hundred thirty-five thousand dollars (\$135,000) to the Professional Development and Conference Fund.

Effective July 1, 2023, the State will allocate one hundred forty-five thousand dollars (\$145,000) to the Professional Development and Conference Fund.

Effective July 1, 2024, the State will allocate one hundred forty-five thousand dollars (\$145,000) to the Professional Development and Conference Fund.

In addition, the Union may develop, subject to approval by the State, programs, the cost of which will qualify for said funds. Existing guidelines for usage and reimbursement shall remain in effect unless varied by mutual agreement of both parties. Any unexpended funds, which exist at the end of any contract year, shall roll over for use in the next succeeding year. All funds remaining at the end of the contract shall revert to the State unless the parties agree otherwise.

Section Seven Professional Development Funds

Each employee shall be entitled to a maximum of six hundred dollars (\$600.00) reimbursement per contract year toward the cost of fees, travel, food and lodging related to attendance at conferences, seminars, and programs. Effective July 1, 2022, the entitlement shall be increased to seven hundred dollars (\$700) per contract year. This entitlement may be combined once in any two (2) year period. An employee may use a previous year's unused entitlement for up to twelve hundred dollars (\$1,200) provided prior year funds were rolled over and available. Effective July 1, 2022, an employee may use a previous year's unused entitlement for up to fourteen hundred dollars (\$1,400) provided prior year funds were rolled over and available. The fund assumes no liability for any costs incurred by an employee without obtaining prior approval by the Office of the Comptroller.

Article 36 Method of Salary Payment

This Article is modified as follows:

Section Two

Employees are encouraged to participate in direct-deposit. Regular paychecks will be available for distribution at the agency by 3:00 p.m. on alternate Thursdays.

Article 38 MISCELLANEOUS

This Article is modified as follows:

Section One

The parties will cooperate in arranging for the most economical and expeditious printing of this Agreement by a unionized printer in booklet form and will share the cost of same. The Union will be provided with an initial allotment of six two thousand (6-2,000) copies of the contract. Over the life of the Agreement, the Union may request subsequent allotments, up to a total of two thousand (2,000) additional copies of the contract; the parties will share the cost for the printing of additional copies requested by the Union.

Article 44 DURATION OF AGREEMENT

This Article is modified as follows:

This Agreement shall be effective on July 1, ~~2016-2021~~ and shall expire on June 30, 2024~~5~~.

The parties acknowledge that the resolution of this Agreement resolves and discharges all other claims which form the Contract reopener provisions of their predecessor Agreement.

Unless otherwise stated to the contrary changes to language provisions shall take effect upon Legislative Approval.

Negotiations for the successor to this Agreement shall commence with the timetable established under the C.G.S. Section 5-276a(a). The request to commence negotiations shall be in writing, sent certified mail, by the requesting party to the other party. The provisions of C.G.S. Section 5-270, et seq., and the regulations thereto notwithstanding, the next window period for this bargaining unit shall be no earlier than August ~~2020-2024~~.

Memorandum of Understanding IX Establishment of New Attorney Classification June 1, 2006

This Memorandum of Understanding is modified as follows:

18. It is understood and acknowledged by both the State and the Union that in the event an individual who had achieved status as a Staff Attorney 3 (as provided in item number 9) or Principal Attorney changes Agencies, through a transfer to any Staff Attorney 2 or 3 position, ~~[and]~~ he/she shall remain a Staff Attorney 3 or Principal Attorney. A hiring Agency may consider the transfer candidacy of Staff Attorneys 3 who apply for Staff Attorney 2 positions and Principal Attorneys who apply for Staff Attorney 3 or Staff Attorney 2 positions, but is not required to do so. ~~[become a Staff Attorney 2, he/she shall renew progression to Staff Attorney 3 in the new Agency; however, the experience requirement for progression in the new agency shall be two (2) years of successful and satisfactory performance as a Staff Attorney 2 in that~~

~~particular agency. If the employee affected by this change in Agency is a part-time employee the experience requirement for progression in the new Agency will be the equivalent of two (2) full-time years.] Such Any transfer of a Staff Attorney 3 or Principal Attorney to a different Agency shall remain subject to Article 30, Section Three except insofar as the timelines in subsection (c) are modified as follows: the transferring employee may request to return to his prior position within 30 days following the transfer and the agency shall have up to 4 months to evaluate the transferee and elect to return the employee to the agency from which he/she transferred (for an employee who transfers to a part-time position, the agency shall have up to the number of hours equivalent to 4 months of full-time service to evaluate the transferee and elect to return the employee to the agency from which he/she transferred).~~

Memorandum of Understanding X

Tuition Reimbursement

This Memorandum of Understanding is deleted from the contract, and is incorporated, as applicable and as referenced, in Article 24, Section 6.

[NEW] Memorandum of Understanding

Steward Activities

When stewards are on the clock and are regularly assigned to a state vehicle which is used for assigned work and authorized steward activities in respect to grievance handling, the Union shall reimburse the State for mileage involved in steward activities. The rate of reimbursement for mileage shall be in accordance with the Standard State Travel Regulations.

[NEW] Use of Kronos System to Document Lunch Period

This memorandum codifies the practice that a P5 bargaining unit employee employed at an Agency using the Kronos timekeeping system shall not be required to punch out and punch in to document a lunch break except when the employee is doing so in compliance with an existing term of the collective bargaining agreement, particularly the "pure flex" provision of Article 16(a).

[NEW] Job Class Reevaluations

This memorandum allows the P5 union to forward up to five (5) job classifications for job class reevaluation review during the contract period. This does not limit the Union's rights under any other article or provision in the contract.

[NEW] Reports Containing Information pursuant to PA 21-25

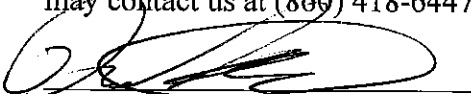
This memorandum recognizes the State's responsibility to provide the Union with information regarding membership pursuant to PA 21-25.

PER-127, [NEW] PER-127-A

The Service Rating form and General Instructions regarding the completion of the form were modified. The Service Rating form no longer maintains a space for comments. If, and only if, an employee is rated as "good or better" in every job factor on the PER-127, the rater has the option to complete the comment sheet, PER-127-A. The employee has the option to decide whether to include the PER-127-A comment sheet as part of the personnel file.

A rating of "unsatisfactory" in any category or the rating of "fair" in three (3) or more categories will constitute an overall rating of "unsatisfactory." A rating of "fair" in two (2) categories will constitute an overall rating of "fair" and will not impact the payment of the Annual Increment in the first year in which the overall "fair" is issued. Two (2) consecutive overall "fair" ratings may result in the withholding of the Annual Increment but shall not serve as just cause for dismissal pursuant to section 5-240 of the Regulations for State Agencies.

Please use this guide while we finalize the actual contract. Agency Labor Relations Designees may contact us at (860) 418-6447 or e-mail questions to Tammy.Kowalski@ct.gov.



David Kraveski
Acting Undersecretary for Labor Relations



State of Connecticut Human Resources
Employee Service Rating
Administrative and Residual (P5) Union

Form #: PER-127
 Revision Date: 3/2022

INSTRUCTIONS: Read instructions on reverse side carefully before completing this report.

TO: Human Resources Business Center, Dept. of Administrative Services, 450 Columbus Boulevard, Hartford, CT 06103

TYPE OF SERVICE RATING

INITIAL PROBATIONARY ANNUAL PROMOTIONAL OTHER (Specify)

EMPLOYEE NAME	CLASS TITLE			
DEPARTMENT OR INSTITUTION	PERIOD COVERED	FROM	TO	AI DATE

EXCELLENT = Distinctly and consistently outstanding. SUPERIOR = Definitely above the norm. SATISFACTORY = Meets basic requirements FAIR = Need for improvement. UNSATISFACTORY = Definitely inadequate.

NOTE: Written explanations are required for ratings of "Less than Good" and they are recommended for ratings of "Excellent".

FACTORS	Good or Better			Less Than Good	
	EXCELLENT	SUPERIOR	SATISFACTORY	FAIR	UNSATISFACTORY
Evaluate the employee on the job now being performed based on the report period. Check (x) the rating category which most nearly describes your overall judgment for each of the job factors					
QUALITY OF WORK: Thoroughness, accuracy and appearance of work, regardless of volume.					
QUANTITY OF WORK: The amount of work produced under normal conditions, disregarding errors, and giving full consideration to contributions in all official areas.					
DEPENDABILITY: The ability to do assigned tasks on schedule under normal circumstances with a minimum of supervision. Unauthorized absence should be considered as it affects dependability.					
ABILITY TO DEAL WITH PEOPLE: Relationships with staff and the public; cooperativeness.					
SUPERVISORY ABILITY: (if applicable) The ability to delegate authority and accomplish assigned tasks through subordinates.					

RATED BY:	SIGNATURE	TITLE	DATE	"Less Than Good" service rating must include a recommendation regarding the annual increment and should result in counseling of the employee. <input type="checkbox"/> Award A.I. <input type="checkbox"/> Deny A.I.
REVIEWED BY:	SIGNATURE	TITLE	DATE	
APPOINTING AUTHORITY OR AUTHORIZED REPRESENTATIVE:	SIGNATURE	TITLE	DATE	
EMPLOYEE:	SIGNATURE	TITLE	DATE	

NOTE TO EMPLOYEE: Your signature confirms that you have seen this report and discussed it with your supervisor. It does not indicate your agreement with or approval of the rating. The supervisor must give the employee a copy of the rating at the time the employee signs it. Should any subsequent change be made, all copies must be revised, and the change must be initialed by the employee.

GENERAL INSTRUCTIONS

I. When To File a Service Rating - A Service Rating Report is to be filed at the following times:

- A. During any working test period, either promotional or original, the quality of service of any employee shall be reported as either "Good or Better" for satisfactory or better performance and the form shall be on file in the office of the appointing authority not more than six nor less than two weeks prior to the termination of the period; or "less than good" performance, and the report shall be approved by the appointing authority and filed with the Commissioner of Administrative Services; an unsatisfactory service rating of an employee serving a working test period necessitates his/her release or demotion to a class in which he/she has prior status not later than upon termination of the working test period.
- B. When the performance of an employee with permanent status has been "Less than Good"; if the reviewer recommends precluding the annual salary increase, the report shall be approved by the appointing authority and filed with the Commissioner of Administrative Services prior to the employee's increase date.
- C. When the appointing authority wishes to amend a previously submitted Fair or "Less Than Good" service report due to marked improvement in an employee's performance, such report shall be filed with the Office of the Commissioner of the Department of Administrative Services not later than two weeks prior to the increase date, and it shall have precedence over previous reports and shall restore the annual increase.
- D. Annually for each permanent employee, said annual rating is to be filed in the office of the appointing authority at least three months prior to the employee's annual increase date.
- E. At such other times as the appointing authority deems that the quality of service of an employee should be recorded.

II. Preparing The Service Rating

- A. For the job factor "Dependability", in considering abuse of attendance, the rater may consider absences exceeding the contractually earned leave days, except that he/she may also consider clearly identifiable "pattern" absences and/or repeated or extended unauthorized leave by an employee.
- B. In cases where an employee is to receive "Good or Better" in every job factor on the designated form (PER-127), the rater has the option to complete a comment sheet. The form for recording such comments is designated as PER-127-A. Any comments will be associated with one or more of the factors on the PER-127. Comments are limited to the one page of the PER-127-A. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the rating form, through an affirmative signature. The employee shall have until the close of the third business day from the date s/he has received the comment sheet to inform the supervisor of the decision as to whether or not to have the PER-127A attached to the PER-127. If the employee provides an affirmative signature prior to the end of the third business day, the employee may choose to revoke said signature prior to the close of the third business day. If the employee does not wish to have the PER-127-A attached to the PER-127, the employee shall not sign the PER-127-A, and the PER-127-A will not be placed in the personnel file; the employee may retain a copy for her/his records. The content of a PER-127-A is not subject to the grievance and arbitration process, regardless of whether the employee chooses to have the PER-127-A attached to the PER-127.
- C. All ratings are to be discussed with the employee by the employee's immediate supervisor. The employee should be asked to sign the report, indicating that the employee has seen the form and discussed it with the immediate supervisor. The effective date of the rating shall be the date it is approved by the appointing authority.
- D. A copy of a "Less than Good" service rating is to be furnished to the employee, after having been approved.

III. Consequences Of A "Less than Good" Service Rating

- A. Ratings of fair in two (2) categories and/or unsatisfactory in one (1) or more categories shall constitute an overall rating of "less than good". Any other rating shall be considered good, except that a fair rating in a rating category shall indicate a need for improvement. An employee who has received a "less than good" rating in any category should be counseled prior to the issuance of said rating. The supervisor shall attach to the service rating supporting narrative for each category that is rated as "less than good."
- B. "Overall Fair Rating." Ratings of "fair" in two (2) categories shall constitute an overall rating of "Fair", which will not affect payment of the Annual Increment for the first year in which the overall "Fair" rating is issued. Two (2) consecutive overall "Fair" ratings may result in the withholding of the Annual Increment, but are not considered just cause for dismissal pursuant to section 5-240 of the regulations for State Agencies.
- C. "Overall Unsatisfactory Rating." Ratings of "fair" in three (3) categories and/or "unsatisfactory" in one (1) or more categories shall constitute an overall rating of "Unsatisfactory". Two consecutive overall "Unsatisfactory" ratings are considered just cause for dismissal pursuant to section 5-240 of the Regulations for State Agencies.
- D. A review of any "Less than Good" service rating, other than those issued during any working test period, shall be done within sixty calendar days of the date of the original to determine whether improvement has been made and an amended service rating is in order. The effective date of any service rating shall be the date approved by the appointing authority.



State of Connecticut Human Resources
Employee Service Rating – Optional Comments Sheet
Administrative and Residual (P5) Unit

Form #: PER-127-A

New: 7/2021 INSTRUCTIONS: This is an optional form, and may be used by the rater to provide comments to an employee who has received a rating of "Good or Better" in **every** job factor on the PER-127. Any comments will be associated with one or more of the factors on the PER-127, as indicated below. Comments will be limited to this single page. Once the rater has shared the comments with the employee, the employee will have the option of attaching the comment sheet to the service rating, for inclusion in the official personnel file. The employee's signature below shall indicate affirmative inclusion. If the employee opts not to sign the comment sheet, said sheet shall not be attached to the service rating, and, therefore, shall not be included in the employee's official personnel file.

RATER'S COMMENTS: QUALITY OF WORK

RATER'S COMMENTS: QUANTITY OF WORK

RATER'S COMMENTS: DEPENDABILITY

RATER'S COMMENTS: ABILITY TO DEAL WITH PEOPLE

RATER'S COMMENTS: SUPERVISORY ABILITY (IF APPLICABLE)

NOTE TO EMPLOYEE: This is an optional form, and is intended as a tool by which your supervisor may provide more detailed feedback regarding your work performance. You have three (3) business days from the date you received this form to decide whether or not you wish to have it attached to your service rating. If you wish for this form to be attached to your service rating for inclusion in your personnel file, please sign and date on the line above. If you sign this form prior to the close of the third business day following receipt, you may revoke your decision within the remaining time prior to the close of the third business day. If you do not wish for this form to be attached to your service rating do not sign below. This form will not be placed in your personnel file without your signature.

SIGNATURE OF RATER:

SIGNATURE OF EMPLOYEE:

 Name Date

 Name Date